

**Fireman's  
Fund®**

RE: Policy Type: Renewal  
Policy No.: FZD 6588922  
Effective: 12/26/04

This is a true & certified copy of the original policy & subject to the same terms & conditions as the original policy.

SINCLAIR C S BEECHAM  
C/O PRET A MANGER  
11 W 42ND ST  
MEZZANINE LEVEL  
NEW YORK NY 10036

1/28/08  
DATE

BY

FIREMAN'S FUND  
INSURANCE COMPANIES

Dear Policyholder,

Enclosed is your renewal policy.

Fireman's Fund and your independent agent want you to know we appreciate your business. Your insurance protection is our most important concern.

Please take some time to review your renewal carefully. Our new policy format has been specially designed to be easy to read and to assist you in reviewing your coverages. Be sure to read any policyholder messages that may be attached to your policy; they contain pertinent information regarding your coverage.

We have automated the printing and assembly of your policy. This automated process has enabled us to improve its appearance and readability, while controlling our policy issuance costs.

If you have any questions about this renewal policy, please contact your independent agent or broker. They can assist you with all your insurance needs.

Thank you for choosing Fireman's Fund and your independent agent as your personal insurance professionals. We look forward to every opportunity to serve you.

Your Insurance Company:

**FIREMAN'S FUND INSURANCE COMPANY,**  
One of the Fireman's Fund Insurance Companies

Your Agent or Broker:

**THE MOGIL ORGANIZATION**  
116 EAST 27TH STREET, 9TH FL  
NEW YORK NY 10016

212-252-7100

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## Personal Dwelling Fire Policy Declarations Summary

This Policy has been issued by  
**FIREMAN'S FUND INSURANCE COMPANY,**  
 (One of the Fireman's Fund Insurance Companies)

**Policy Number**  
 FZD 6588922

**Policy Period**  
 12/26/04 to 12/26/05

**Named Insured**  
 SINCLAIR C S BEECHAM  
 C/O PRET A MANGER  
 11 W 42ND ST  
 MEZZANINE LEVEL  
 NEW YORK NY 10036

**Your Agent is**  
 THE MÖGIL ORGANIZATION  
 116 EAST 27TH STREET, 9TH FL  
 NEW YORK NY 10016

212-252-7100

### Dwelling Fire Policy

**Covering**  
 90 FRANKLIN ST 13TH FLR

**Premium**  
 \$ 6,354.00

NEW YORK NY 10013

One of the fireman's Fund Insurance Companies,  
 as named in the policy

President's Signature

Countersignature of Authorized Agent or Broker

Secretary

**Your Bill Is Not Enclosed -- Your Bill Will Be Mailed SEPARATELY**  
**Approximately 20 Days Before Your Next Scheduled Due Date**



## Dwelling Policy Declarations

**Insurer:** FIREMAN'S FUND INSURANCE COMPANY,  
A STOCK INSURANCE COMPANY (HEREIN CALLED THE COMPANY)

THIS DECLARATION IS ISSUED TO CONFIRM THAT YOUR POLICY HAS BEEN RENEWED

**Policy Number** FZD 6588922

**Policy Period:** Your policy begins on 12/26/04 at 12:01 AM Standard Time and expires on 12/26/05 at 12:01 AM Standard Time, at the described location.

**Named Insured**  
SINCLAIR C S BEECHAM  
C/O PRET A MANGER  
11 W 42ND ST  
MEZZANINE LEVEL  
NEW YORK NY 10036

**Agent/Broker** 212-252-7100  
THE MOGIL ORGANIZATION  
116 EAST 27TH STREET, 9TH FL  
NEW YORK NY 10016

**Described Location:** The described location covered in this Policy is at the following address.  
90 FRANKLIN ST 13TH FLR  
NEW YORK NY 10013

**Deductible:** In case of loss, this Policy covers only that part of the loss over the deductible stated.  
\$ 1,000.00 ALL PERILS

This insurance applies to the described location as indicated below

Coverages	Limits of Liability	Premium
A. Dwelling	\$	\$
B. Other Structures		
C. Personal Property	1,000	3.00
D. Fair Rental Value (1/12 per month)	191,000	860.00
E. Additional Living Expenses (up to 25% per month)		
<b>Policy Form Used</b> DP0002 07-88		
<b>Perils Included</b>	<b>Total of Above</b>	<b>\$ 863.00</b>
FIRE	Endorsements Described Location	5,491.00
BROAD COVERAGE	Credits Described Location	
	<b>Total Premium</b>	<b>\$ 6,354.00</b>

Please see reverse side for Endorsements, Credits, and Additional Interests in Property (if any).

**Date of Issue** 10/27/04

Page 2 of 3

Named Insured: SINCLAIR C S BEECHAM  
 Policy Number: FZD 6588922  
 Policy Eff. Date: 12/26/04  
 Agent/Broker: THE MOGIL ORGANIZATION

Described Location: 90 FRANKLIN ST 13TH FLR  
 NEW YORK NY 10013

Endorsements:	Form Number and Edition Date:	Limits of Liability:	Premium:
Special Provisions, N. Y.	DL0131 08-92		
Personal Liability Form	DL2401 07-88		
Personal Liability Schedule	DL2403 07-88		266.00
Premises Liability, Non-owner Occup	DL2423 07-88		
No Coverage For Home Day Care	DL2426 07-88		
Special Provisions, N. Y.	DL2531 08-92		
Special Provisions, N. Y.	DP0131 03-02		
Loss Assessment Property Coverage	DP0463 07-88	50,000	225.00
Special Coverage	DP0465 07-88		
Unit Owners Coverage	DP1766 07-88	1,000,000	5,000.00
Extra Measure Of Protection	120098 05-89		
<b>TOTAL ENDORSEMENT PREMIUM</b>			<b>5,491.00</b>

Additional Interests:

**Fireman's  
Fund®**

## **Fireman's Fund Insurance Companies Privacy and Security Statement**

Protecting you and your family from loss is important to Fireman's Fund. Just as important to us is protecting your privacy and the personal information we use to provide you with superior products and service.

At Fireman's Fund, and its subsidiaries, our policy is to maintain appropriate confidentiality with regard to all personal information obtained in the course of doing business with you. Our pledge to protect your privacy is reflected in this Privacy Statement which outlines our principles in collecting, using and safeguarding your personal information and information about your relationship with us.

### ***Personal Information Fireman's Fund Collects***

Fireman's Fund only collects personal information about you when it is necessary to conduct the business of insurance. We limit the collection of personal information to what we reasonably believe is needed to administer your account. As a result, we collect personal information from the following sources:

- Personal information you share with us either directly or through your agent, such as the information on your insurance application, requested policy change information or other forms you may complete.
- Personal information you provide or which is obtained through the process of handling a claim, including medical information, such as from an accident report.
- Personal information about you from your transactions with us, our affiliates or others such as the number of years you have been a policyholder with Fireman's Fund or the types of coverage you purchase.
- Personal information about you from a consumer reporting agency, such as a credit report or a Motor Vehicle Report.

If you visit or use the Fireman's Fund website, or one of our subsidiaries, we may use "cookies" (small text files transferred from our website to your hard drive) to recognize repeat users, track usage and facilitate your access to and use of the site. We do not use "cookies" to gather personal information, and we do not link cookies to identifiable information, such as your policy number. The "cookies" only enable you to use our website more easily.

### ***Personal Information Fireman's Fund Discloses***

Fireman's Fund does not disclose any personal information about current or former customers to anyone, except as permitted by law.

When possible, we advise our vendors and other nonaffiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of our privacy policy. We make every effort to use vendors whose approach to customer privacy reflects our own.

### ***Fireman's Fund's Policies and Practices with Respect to Security of Personal Information***

Fireman's Fund uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to only those employees who need that information to provide products or services to you.

Fireman's Fund, and its subsidiaries, also work hard to ensure that our websites are secure. We employ firewalls, encryption technology, user authentication systems and access control mechanisms to control access to the personal information that may be shared over these sites.

### ***Notification of Change***

At Fireman's Fund, your trust is one of our most important assets. We will continually work to protect the privacy of our individual customers and will continually review our privacy policy. If at some point in the future we revise our privacy practices that affect your personal information, we will notify you prior to introducing any changes. This Privacy Statement is also displayed on our website. ([www.ffic.com](http://www.ffic.com))

### ***For More Information or if You have Questions***

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may call us directly at 1-800-272-9707, you can email us at [Consumeraffairs@ffic.com](mailto:Consumeraffairs@ffic.com) or you can write to us at:

Fireman's Fund Insurance Company  
Consumer Affairs Department  
777 San Marin Drive  
Novato, CA 94998-1000



## Important Flood Insurance Notice

Your homeowners or dwelling policy does NOT provide coverage for loss caused by flood or mudslide, which is defined, in part, by the National Flood Insurance Program as:

A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

If you are required by your mortgage lender to have flood insurance on your property, or if you feel that your property is susceptible to flood damage, insurance covering damage from flood is available on most buildings and contents in participating communities through the National Flood Insurance Program.

Information about flood insurance and whether your community participates in the program can be obtained from your insurance company, from your insurance agent/broker, or directly from the National Flood Insurance Program by calling 1-800-638-6620.

335765 1-95 NY

## A Message for Our Customers in New York . . .

### Premium Credit for Windstorm Protective Devices

You may qualify for a **Windstorm Protective Device Premium Credit** if you have windstorm protective devices installed, such as storm shutters or Hurricane Resistant Laminated Glass.

#### *Which devices qualify?*

To qualify, your windstorm protective device must be:

- Demonstrated to reduce certain types of windstorm losses;
- Installed according to manufacturer's specifications; and
- Able to withstand external pressure and wind-borne debris from a storm with sustained wind speed of at least 110 mph or a storm surge of 8 feet above normal.

#### *How long does this credit apply?*

We will continue this credit as long as you:

- Keep your protective devices in working order;
- Close and secure protective devices when necessary;
- Tell us about any changes that could alter performance of protective devices; and
- Inform us of additions, alterations, or construction of new buildings on your property.

The amount of the credit depends on the protective device you have. If you think you qualify for this premium credit or would like to know more, please contact your Fireman's Fund insurance representative.

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## **New York Policyholder Message**

### **Special Notice For Senior Citizens**

If you are age 65 or over, you may designate a third party to receive any notice of cancellation, non-renewal or conditional renewal of this insurance policy. To appoint a third party designee, Section 3111 of the New York Insurance Law requires that you notify us by certified mail, return receipt requested at the address

shown below. The notice must contain, in writing, acceptance by the third party designee. Your request will be effective no later than ten (10) business days from the date of receipt. The third party designee may terminate his or her status by providing written notice to you and us. Mailing Address: Fireman's Fund, P.O. Box 25252, Lehigh Valley, PA 18002-5252.

385632 6-91 NY

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## Personal Liability Schedule

The insurance afforded by this endorsement shall apply as indicated below, subject to the terms and conditions of the policy that apply.

Coverages	Limit of Liability	Premium
L - Personal Liability	\$ 1,000,000 each occurrence	\$
M - Medical Payments	\$ 1,000 each person	\$
Other insured locations		
	Other Charges	\$
	Total	\$ 266.00

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## Dwelling Property 2 - Broad Form

### Agreement

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### Definitions

In this policy, you and your refer to the named insured shown in the Declarations and the spouse if a resident of the same household. We, us and our refer to the Company providing this insurance.

### Coverages

This insurance applies to the Described Location, Coverages for which a Limit of Liability is shown and Perils Insured Against for which a Premium is stated.

#### Coverage A - Dwelling

We cover:

1. the dwelling on the Described Location shown in the Declarations, used principally for dwelling purposes, including structures attached to the dwelling;
2. materials and supplies located on or next to the Described Location used to construct, alter or repair the dwelling or other structures on the Described Location; and
3. if not otherwise covered in this policy, building equipment and outdoor equipment used for the service of and located on the Described Location.

This coverage does not apply to land, including land on which the dwelling is located.

#### Coverage B - Other Structures

We cover other structures on the Described Location, set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. used in whole or in part for commercial, manufacturing or farming purposes; or

2. rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

#### Coverage C - Personal Property

We cover personal property, usual to the occupancy as a dwelling and owned or used by you or members of your family residing with you while it is on the Described Location. At your request, we will cover personal property owned by a guest or servant while the property is on the Described Location.

#### Property Not Covered

We do not cover:

1. accounts, bank notes, bills, bullion, coins, currency, deeds, evidences of debt, gold other than goldware, letters of credit, manuscripts, medals, money, notes other than bank notes, passports, personal records, platinum, securities, silver other than silverware, tickets and stamps;
2. animals, birds or fish;
3. aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
4. motor vehicles or all other motorized land conveyances. This includes:
  - a. their equipment and accessories; or
  - b. any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1) accessories or antennas; or
    - (2) tapes, wires, records, discs or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. used to service the Described Location; or

- b. designed for assisting the handicapped;
- 5. watercraft, other than rowboats and canoes;
- 6. data, including data stored in:
  - a. books of account, drawings or other paper records; or
  - b. electronic data processing tapes, wires, records, discs or other software media.

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market;

- 7. credit cards or fund transfer cards.

If you remove personal property from the Described Location to a newly acquired principal residence, the Coverage C limit of liability will apply at each residence for the 30 days immediately after you begin to move the property there. This time period will not extend beyond the termination of this policy. Our liability is limited to the proportion of the limit of liability that the value at each residence bears to the total value of all personal property covered by this policy.

#### Coverage D - Fair Rental Value

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use, we cover its:

**Fair Rental Value**, meaning the fair rental value of that part of the Described Location rented to others or held for rental by you less any expenses that do not continue while that part of the Described Location rented or held for rental is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the Described Location rented or held for rental.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Fair Rental Value loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

#### Coverage E - Additional Living Expense

If a loss to property described in Coverage A, B or C by a Peril Insured Against under this policy makes the Described Location unfit for its normal use, we cover your:

**Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the Described Location or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

If a civil authority prohibits you from use of the Described Location as a result of direct damage to a neighboring location by a Peril Insured Against in this policy, we cover the Additional Living Expense loss for no more than two weeks.

The periods of time referenced above are not limited by the expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

#### Other Coverages

##### 1. Other Structures

You may use up to 10% of the Coverage A limit of liability for loss by a Peril Insured Against to other structures described in Coverage B.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

##### 2. Debris Removal

We will pay your reasonable expense for the removal of:

- a. debris of covered property if a Peril Insured Against causes the loss; or
- b. ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

Debris removal expense is included in the limit of liability applying to the damaged property.

**3. Improvements, Alterations and Additions**

If you are a tenant of the Described Location, you may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to improvements, alterations and additions, made or acquired at your expense, to that part of the Described Location used only by you.

Use of this coverage does not reduce the Coverage C limit of liability for the same loss.

**4. World-Wide Coverage**

You may use up to 10% of the Coverage C limit of liability for loss by a Peril Insured Against to property covered under Coverage C except rowboats and canoes, while anywhere in the world.

Use of this coverage reduces the Coverage C limit of liability for the same loss.

**5. Rental Value and Additional Living Expense**

You may use up to 10% of the Coverage A limit of liability for loss of both fair rental value as described in Coverage D and additional living expense as described in Coverage E.

Use of this coverage does not reduce the Coverage A limit of liability for the same loss.

**6. Reasonable Repairs**

In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. does not increase the limit of liability that applies to the covered property;
- b. does not relieve you of your duties, in case of a loss to covered property, as set forth in Condition 4.b.

**7. Property Removed**

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

**8. Trees, Shrubs and Other Plants**

We cover trees, shrubs, plants or lawns, on the Described Location for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by you or a resident of the Described Location or Vandalism or malicious mischief, including damage during a burglary or attempted burglary, but not theft of property.

The limit of liability for this coverage will not be more than 5% of the Coverage A limit of liability, or more than \$500 for any one tree, shrub or plant. We do not cover property grown for commercial purposes.

This coverage is additional insurance.

**9. Fire Department Service Charge**

We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

**10. Collapse**

We insure for risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in this policy;
- b. hidden decay;
- c. hidden insect or vermin damage;

- d. weight of contents, equipment, animals or people;
- e. weight of rain which collects on a roof,
- f. use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b, c, d, e and f unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applying to the damaged covered property.

#### 11. Glass or Safety Glazing Material

We cover:

- a. the breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

#### Perils Insured Against

We insure for direct physical loss to the property covered caused by a peril listed below unless the loss is excluded in the General Exclusions.

- 1. Fire or lightning
- 2. Windstorm or hail

This peril does not include loss:

- a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
- b. to the following property when outside of the building:
  - (1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers;
  - (2) canoes and rowboats; or
  - (3) trees, shrubs, plants or lawns.

#### 3. Explosion

#### 4. Riot or civil commotion

#### 5. Aircraft, including self-propelled missiles and spacecraft.

#### 6. Vehicles

This peril does not include loss to a fence, driveway, or walk caused by a vehicle owned or operated by you or a resident of the Described Location.

#### 7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

#### 8. Vandalism or malicious mischief

This peril does not include loss:

- a. by pilferage, theft, burglary or larceny; or
- b. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

#### 9. Damage by Burglars, meaning damage to covered property caused by Burglars.

This peril does not include:

- a. theft of property; or
- b. damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

#### 10. Falling Objects

This peril does not include loss:

- a. to the inside of a building or property contained in the building unless the roof or an outside wall of the building is first damaged by a falling object.
- b. to outdoor radio and television antennas and aerials including their lead-in wiring, masts and towers, outdoor equipment, awnings and fences.

Damage to the falling object itself is not covered.

#### 11. Weight of ice, snow or sleet which causes damage to a building or property contained in the building.

This peril does not include loss to an awning, fence, patio, pavement, swimming pool, foundation, retaining wall, bulkhead, pier, wharf or dock.

#### 12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance. We also pay for tearing out and replacing any part of a covered building necessary to repair the system or appliance from which the water or steam escaped.

This peril does not include loss:

- a. to a building caused by constant or repeated seepage or leakage over a period of weeks, months or years;
- b. on the Described Location, if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
- c. to the system or appliance from which the water or steam escaped.
- d. caused by or resulting from freezing except as provided in the peril of freezing below; or

- e. on the Described Location caused by accidental discharge or overflow which occurs off the Described Location.

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

#### 13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing except as provided in the peril of freezing below.

#### 14. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the Described Location while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

#### 15. Sudden and accidental damage from artificially generated electrical current

This peril does not include loss to a tube, transistor or similar electronic component.

#### 16. Volcanic Eruption other than loss caused by earthquake, land shock waves or tremors.

#### General Exclusions

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

- 1. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
- 2. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:



- a. fire;
- b. explosion; or
- c. breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

**3. Water Damage, meaning:**

- a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. water which backs up through sewers or drains or which overflows from a sump; or
- c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

- 4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing loss.
- 5. **Neglect**, meaning your neglect to use all reasonable means to save and preserve property at and after the time of a loss.
- 6. **War**, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- 7. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
- 8. **Intentional Loss**, meaning any loss arising out of any act committed:
  - a. by or at the direction of you or any person or organization named as an additional insured; and

- b. with the intent to cause a loss.

**Conditions**

**1. Policy Period**

This policy applies only to loss which occurs during the policy period.

**2. Insurable Interest and Limit of Liability**

Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:

- a. for an amount greater than the interest of a person insured under this policy; or
- b. for more than the applicable limit of liability.

**3. Concealment or Fraud**

The entire policy will be void if, whether before or after a loss, you have:

- a. intentionally concealed or misrepresented any material fact or circumstance;
- b. engaged in fraudulent conduct; or
- c. made false statements;

relating to this insurance.

**4. Your Duties After Loss**

In case of a loss to covered property, you must see that the following are done:

- a. give prompt notice to us or our agent;
- b. (1) protect the property from further damage;
- (2) make reasonable and necessary repairs to protect the property; and
- (3) keep an accurate record of repair expenses;
- c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- d. as often as we reasonably require:

- (1) show the damaged property;
  - (2) provide us with records and documents we request and permit us to make copies; and
  - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
- e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
- (1) the time and cause of loss;
  - (2) your interest and that of all others in the property involved and all liens on the property;
  - (3) other insurance which may cover the loss;
  - (4) changes in title or occupancy of the property during the term of the policy;
  - (5) specifications of damaged buildings and detailed repair estimates;
  - (6) the inventory of damaged personal property described in 4c;
  - (7) receipts for additional living expenses incurred and records that support the fair rental value loss.

## 5. Loss Settlement

Covered property losses are settled as follows:

- a. (1) Personal property;
  - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings, and
  - (3) Structures that are not buildings;

at actual cash value at the time of loss but not more than the amount required to repair or replace.
- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
  - (a) the limit of liability under this policy that applies to the building;
  - (b) the replacement cost of that part of the building damaged for like construction and use on the same premises, or
  - (c) the necessary amount actually spent to repair or replace the damaged building.
- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:
  - (a) the actual cash value of that part of the building damaged; or
  - (b) that proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
  - (a) excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

(b) those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(c) underground flues, pipes, wiring and drains.

(4) We will pay no more than the actual cash value of the damage unless:

(a) actual repair or replacement is complete; or

(b) the cost to repair or replace the damage is both:

(i) less than 5% of the amount of insurance in this policy on the building; and

(ii) less than \$2500.

(5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability on a replacement cost basis.

#### 6. Loss to a Pair or Set

In case of loss to a pair or set we may elect to:

a. repair or replace any part to restore the pair or set to its value before the loss; or

b. pay the difference between actual cash value of the property before and after the loss.

#### 7. Glass Replacement

Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

#### 8. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an

umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the Described Location is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.

Each party will:

a. pay its own appraiser; and

b. bear the other expenses of the appraisal and umpire equally.

#### 9. Other Insurance

If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

#### 10. Subrogation

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

#### 11. Suit Against Us

No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.

#### 12. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

#### 13. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment.



Loss will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you;
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

#### 14. Abandonment of Property

We need not accept any property abandoned by you.

#### 15. Mortgage Clause

The word **mortgagee** includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- a. notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- b. pays any premium due under this policy on demand if you have neglected to pay the premium; and
- c. submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- a. we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. at our option, we may pay to the mortgagee the whole principal on the mortgage plus any

accrued interest. In this event, we will receive a full assignment and transfer of the mortgagee and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

#### 16. No Benefit to Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

#### 17. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
  - (a) if there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
  - (b) if the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

#### 18. Non-Renewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

#### 19. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

#### 20. Waiver or Change of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

#### 21. Assignment

Assignment of this policy will not be valid unless we give our written consent.

#### 22. Death

If you die, we insure:

- a. your legal representatives but only with respect to the property of the deceased covered under the policy at the time of death;
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

#### 23. Nuclear Hazard Clause

- a. **Nuclear Hazard** means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named or otherwise included within the Perils Insured Against.
- c. This policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### 24. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

#### 25. Volcanic Eruption Period

One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

## Special Provisions - New York

### Personal Liability Additional Policy Conditions

1. **Concealment or Fraud** is deleted and replaced by the following:

1. **Concealment or Fraud**

We do not provide coverage for an insured who, whether before or after a loss, has:

- a. intentionally concealed or misrepresented any material fact or circumstance; or
  - b. engaged in fraudulent conduct;
- relating to this insurance.

6. **Cancellation**

Paragraph b. is deleted and replaced by the following:

- b. We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice will be mailed to you at the address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel the entire policy at any time by mailing to you at least 15 days' notice of cancellation.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel the entire policy for any reason by letting you know at least 30 days before the date cancellation takes place.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel the entire policy only for one or more of the following reasons by notifying the insured at least 30 days prior to the proposed cancellation date:

- (a) conviction of a crime arising out of acts increasing the hazard insured against;
- (b) discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
- (c) discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (d) physical damage in the property insured occurring after issuance or last annual anniversary date of the policy

which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or

- (e) a determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in this paragraph (3) exists, we may cancel the entire policy.

- (4) If we have the right to cancel, we may, instead of cancelling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

Delivery of such written notice by us to the insured at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

Paragraph c. is deleted and replaced by the following:

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

However, when the premium is advanced under a premium finance agreement, we may retain a minimum earned premium on the policy of 10% of the total policy premium or \$60, whichever is greater.

The following Condition is added:

7. **Nonrenewal**

We will not refuse to renew or condition our renewal of this policy except as allowed by the laws of the State of New York. The conditions may include, but are not limited to, amending the limits of liability or reducing coverage not required by law. If we take this action, we will notify you by mail at least 45 days, but not more than 60 days prior to the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Delivery of such written notice by us to the insured at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

All other provisions of this policy apply.

## **Premises Liability**

(Non-Owner Occupied Dwelling)

For the premium charged, the premises shown below are included in the definition of insured location.

**Coverage L-Personal Liability** and **Coverage M-Medical Payments to Others** are restricted to apply only with respect to **bodily injury** and **property damage** arising out of the ownership, maintenance or use of the premises shown below.

With respect to the premises listed below, the first paragraph of Exclusion 1.b. under **Coverage L-Personal Liability** and **Coverage M-Medical Payments to Others** is deleted and replaced by the following:

b. arising out of business pursuits of an insured.

**Location**

**Number of Families**

All other provisions of this policy apply.

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This Endorsement Changes The Policy. Please Read It Carefully.

## Special Provisions - New York

### OTHER COVERAGES

10. Collapse is deleted and replaced by the following:

#### 10. Collapse

a. With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- (4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) The Perils Insured Against in Coverage C - Personal Property. These perils apply to covered buildings and personal property for loss insured by this coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;

(4) Weight of contents, equipment, animals or people;

(5) Weight of rain which collects on a roof; or

(6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

c. Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.(2) through (6) above, unless the loss is a direct result of the collapse of a building or any part of a building.

d. This coverage does not increase the limit of liability that applies to the damaged covered property.

11. In Forms DP 00 02 and DP 00 03 Glass Or Safety Glazing Material is deleted and replaced by the following:

#### 11. Glass Or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement as provided for in a.(2) above. A dwelling being constructed is not considered vacant.

Loss to glass covered under this Other Coverage 11. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

The following **Other Coverage** is added to all forms except **DP 00 01**. When you are a tenant of a Described Location covered under this policy, the words 'covered building' used below, refer to property at such a Described Location covered under Other Coverage 3. Improvements, Alterations And Additions.

## 12. Ordinance Or Law

- a. The Ordinance Or Law limit of liability determined in b. or c. below will apply with respect to the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
  - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
  - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
  - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the

covered building or other structure damaged by a Peril Insured Against.

- b. If you are an owner of a Described Location, and that location:
  - (1) Is insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the limit of liability that applies to Coverage A or Unit-Owners Building Items at each Described Location; or
  - (2) Is not insured for Coverage A or Unit-Owners Building Items, you may use up to 10% of the total limit of liability that applies to Coverage B at each Described Location.
- c. If you are a tenant of a Described Location, you may use up to 10% of the limit of liability that applies to Improvements, Alterations And Additions at each Described Location.
- d. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- e. We do not cover:
  - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
  - (2) The costs to comply with any ordinance or law which requires you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This coverage is additional insurance.

## PERILS INSURED AGAINST

Special Coverage Form DP 00 03 only.



Under Coverage A - Dwelling and Coverage B - Other Structures, Item 2.h.(5) is deleted and replaced by the following:

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.

(This change to Item 2.h.(5) also applies to Special Coverage Endorsement DP 04 65 if that endorsement has been made part of this policy.)

#### GENERAL EXCLUSIONS

1. Ordinance Or Law is deleted and replaced by the following:

1. Ordinance Or Law, meaning any ordinance or law:

- a. Requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris. This Exclusion 1.a. in Form DP 00 02, A.1.a. in Form DP 00 01, and 1.a.(1) in Form DP 00 03, does not apply to the amount of coverage that may be provided under Other Coverages, Glass Or Safety Glazing Material or Ordinance Or Law;
- b. The requirements of which result in a loss in value to property; or
- c. Requiring you or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged.

(This is Exclusion A.1. in Form DP 00 01 and Exclusion 1.a. in Form DP 00 03.)

2. For all forms other than DP 00 01, 2. Earth Movement is deleted and replaced by the following:

2. Earth Movement, meaning earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- a. Fire; or
- b. Explosion;

ensues and then we will pay only for the ensuing loss.

(This is Exclusion 1.b. in Form DP 00 03.)

4. Power Failure is deleted and replaced by the following:

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the Described Location, we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form DP 00 03.)

8. Intentional Loss is deleted and replaced by the following:

8. Intentional Loss

We do not provide coverage for a person insured under this policy who commits or directs an act with the intent to cause a loss.

(This is Item 1.h. in Form DP 00 03.)

#### CONDITIONS

3. Concealment Or Fraud is deleted and replaced by the following:

3. Concealment Or Fraud

We do not provide coverage if, whether before or after a loss, you have:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct;

relating to this insurance.

11. Suit Against Us is deleted and replaced by the following:

**11. Suit Against Us**

No action can be brought unless the policy provisions have been complied with and the action is started within two years after the date of loss.

**13. Loss Payment**

The following paragraph is added and applies only to policies covering three- and four-family dwellings:

Prior to the payment of any proceeds to you for a premises loss caused by fire, we will deduct and pay the claim of any tax district which renders a certificate of lien to us as required by New York Insurance Law. We will not be obligated to pay you the amount we are required to pay on the lien. If we make payment of this lien within thirty days after receiving the certificate of lien, the claim will be considered valid and properly paid. We will deduct the amount paid from our final settlement with you.

**17. Cancellation**

Paragraph b. is deleted and replaced by the following:

b. We may cancel the entire policy only for the reasons stated in this condition. The cancellation notice will be mailed to you at the address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel the entire policy at any time by mailing to you at least 15 days' notice of cancellation.
- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel the entire policy for any reason by letting you know at least 30 days before the date cancellation takes place.
- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel the entire policy only for one or more of the following reasons by notifying you at least 30 days prior to the proposed cancellation date:

- (a) Conviction of a crime arising out of acts increasing the hazard insured against;
- (b) Discovery of fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;
- (c) Discovery of willful or reckless acts or omissions increasing the hazard insured against;
- (d) Physical changes in the property insured occurring after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last voluntarily renewed; or
- (e) A determination by the Superintendent of Insurance that the continuation of the policy would violate or would place us in violation of the New York Insurance Law.

If one of the reasons listed in this Paragraph (3) exists, we may cancel the entire policy.

- (4) When the property covered by this policy is subject to the Anti-Arson Application in accordance with New York Insurance Department Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- (a) Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days written notice to you and to the mortgageholder shown in the Declarations.
- (b) Before the annual renewal date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.



- (5) If we have the right to cancel, we may, instead of cancelling this policy, amend the limits of liability or reduce coverage not required by law. If we take this action, we will notify you by mail at least 20 days prior to the date of such change.

Delivery of such written notice by us to you at the mailing address shown in the Declarations or at a forwarding address will be equivalent to mailing.

Paragraph c. is deleted and replaced by the following:

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

However, when the premium is advanced under a premium finance agreement, we may retain a minimum earned premium on the policy of 10% of the total policy premium or \$60, whichever is greater.

18. Nonrenewal is deleted and replaced by the following:

**18. Nonrenewal**

We will not refuse to renew or condition our renewal of this policy except as allowed by the laws of the State of New York. The conditions may include, but are not limited to, amending the limits of liability or reducing coverage not required by law. If we take this action, we will notify you by mail at least 45 days, but not more than 60 days prior to the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

Delivery of such written notice by us to you at the mailing address shown in the Declarations or at a forwarding address shall be equivalent to mailing.

The following condition is added:

**26. Estimation Of Claims**

Upon request, we will furnish you, or your representative, with a written estimate of damages to real property, specifying all deductions, provided such an estimate has been prepared by us or has been prepared on our behalf for our own purposes. This estimate will be provided within thirty days after your request or its preparation, whichever is later.

All other provisions of this policy apply.

## Unit-Owners Coverage

**Limit of Liability:** Refer to Declarations Page

For an additional premium, the following coverage is added for the limit of liability shown above.

### Unit-Owners Building Items

We cover for direct physical loss caused by the Perils Insured Against:

- a. the alterations, appliances, fixtures and improvements which are part of the building contained within your unit;
- b. items of real property which pertain exclusively to your unit;
- c. property which is your insurance responsibility under a corporation or association of property owners agreement; or
- d. structures owned solely by you, other than the Described Location, on the premises of the Described Location. However, we do not cover structures:
  - (1) used in whole or in part for commercial, manufacturing or farming purposes; or
  - (2) rented or held for rental to any person not a tenant of the Described Location, unless used solely as a private garage.

This coverage does not apply to land, including land on which the Described Location, real property or structures are located.

The following conditions apply only to the coverage provided by this endorsement:

### Other Insurance

If at the time of loss there is other insurance in the name of a corporation or association of property own-

ers covering the same property covered by this policy, this insurance will be excess over the amount recoverable under such other insurance.

### Loss Settlement

Unit-Owners Building Items losses are settled as follows:

- a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
- b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not exceeding the amount required to repair or replace.

### Fair Rental Value

The following sentence is added to the Fair Rental Value Coverage in all policies covering Fair Rental Value:

We also cover the fair rental value if a loss to the building containing the property described in this policy by a Peril Insured Against under this policy makes that part of the Described Location rented to others or held for rental by you unfit for its normal use.

### Additional Living Expense

The following sentence is added to the Additional Living Expense Coverage in all policies covering Additional Living Expense:

We also cover the necessary increase in living expense incurred by you so that your household can maintain its normal standard of living if a loss to the building containing the property described in this policy by a Peril Insured Against under this policy makes the Described Location unfit for its normal use.

All other provisions of this policy apply.

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## Personal Liability

### Agreement

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

### Definitions

In this policy, **you** and **your** refer to the **named insured** shown in the Declarations and the spouse if a resident of the same household. **We**, **us** and **our** refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. **bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. **business** includes trade, profession or occupation.
3. **insured** means you and residents of your household who are:
  - a. your relatives;
  - b. other persons under the age of 21 and in the care of any person named above;
  - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a or 3b above. A person or organization using or having custody of these animals or watercraft in the course of any **business** or without consent of the owner is not an **insured**.
  - d. with respect to any vehicle to which this policy applies:
    - (1) persons while engaged in your employ or that of any person included in 3a or 3b above; or
    - (2) other persons using the vehicle on an **insured location** with your consent.
4. **insured location** means:
  - a. the **residence premises**;
  - b. the part of other premises, other structures and grounds used by you as a residence and:
    - (1) which is shown in the Declarations; or
    - (2) which is acquired by you during the policy period for your use as a residence;
  - c. any premises used by you in connection with a premises in 4a or 4b above;
  - d. any part of a premises:
    - (1) not owned by an **insured**; and
    - (2) where an **insured** is temporarily residing;
  - e. vacant land, other than farm land, owned by or rented to an **insured**;
  - f. land owned by or rented to an **insured** on which a one or two family dwelling is being built as a residence for an **insured**;
  - g. individual or family cemetery plots or burial vaults of an **insured**; or
  - h. any part of a premises occasionally rented to an **insured** for other than **business** use.
5. **occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. **bodily injury**, or
  - b. **property damage**.
6. **property damage** means physical injury to, destruction of, or loss of use of tangible property.
7. **residence employee** means:
  - a. an employee of an **insured** whose duties are related to the maintenance or use of the **residence premises**, including household or domestic services; or
  - b. one who performs similar duties elsewhere not related to the **business** of an **insured**.
8. **residence premises** means:
  - a. the one family dwelling, other structures, and grounds; or
  - b. that part of any other building;
 

where you reside and which is shown as the **residence premises** in the Declarations.

**Residence premises** also means a two, three or four family dwelling where you reside in at least one of the family units and which is shown as the residence premises in the Declarations.

#### **Liability Coverages**

##### **Coverage L - Personal Liability**

If a claim is made or a suit is brought against an insured for damages because of **bodily injury** or **property damage** caused by an occurrence to which this coverage applies, we will:

1. pay up to our limit of liability for the damages for which the insured is legally liable. Damages include prejudgment interest awarded against the insured.
2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the occurrence equals our limit of liability.

##### **Coverage M - Medical Payments to Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except **residence employees**. As to others, this coverage applies only:

1. to a person on the insured location with the permission of an insured; or
2. to a person off the insured location, if the **bodily injury**:
  - a. arises out of a condition on the insured location or the ways immediately adjoining;
  - b. is caused by the activities of an insured;
  - c. is caused by a residence employee in the course of the residence employee's employment by an insured; or
  - d. is caused by an animal owned by or in the care of an insured.

#### **Exclusions**

1. **Coverage L-Personal Liability** and **Coverage M-Medical Payments to Others** do not apply to **bodily injury** or **property damage** :
  - a. which is expected or intended by the insured;
  - b. (1) arising out of or in connection with a business engaged in by an insured. This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed or implied to be provided because of the nature of the business;
  - (2) arising out of the rental or holding for rental of any part of any premises by an insured. This exclusion does not apply to the rental or holding for rental of an insured location:
    - (a) on an occasional basis if used only as a residence;
    - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
    - (c) in part, as an office, school, studio or private garage.
  - c. arising out of the rendering of or failure to render professional services.
  - d. arising out of a premises:
    - (1) owned by an insured;
    - (2) rented to an insured;
    - (3) rented to others by an insured;
 that is not an insured location.
  - e. arising out of:
    - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an insured;
    - (2) the entrustment by an insured of a motor vehicle or any other motorized land conveyance to any person; or

- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance.
- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
  - (a) not owned by an **insured**; or
  - (b) owned by an **insured** and on an **insured location**.
- (3) a motorized golf cart when used to play golf on a golf course.
- (4) a vehicle or conveyance not subject to motor vehicle registration which is:
  - (a) used to service an **insured's** residence;
  - (b) designed for assisting the handicapped; or
  - (c) in dead storage on an **insured location**.

f. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of a watercraft described below;
- (2) the entrustment by an **insured** of a watercraft described below to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- (1) with inboard or inboard-outdrive motor power owned by an **insured**;
- (2) with inboard or inboard-outdrive motor power of more than 50 horsepower rented to an **insured**;

- (3) that are sailing vessels, with or without auxiliary power, 26 feet or more in length owned by or rented to an **insured**; or

- (4) powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an **insured**. But, outboard motors of more than 25 total horsepower are covered for the policy period if:

- (a) you acquire them prior to the policy period and:
  - (i) you declare them at policy inception; or
  - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors.
- (b) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.

g. arising out of:

- (1) the ownership, maintenance, use, loading or unloading of an aircraft;
- (2) the entrustment by an **insured** of an aircraft to any person; or
- (3) vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

- h. caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- i. which arises out of the transmission of a communicable disease by an **insured**.

- j. arising out of sexual molestation, corporal punishment or physical or mental abuse.
- k. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions d., e., f., and g. do not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.

2. **Coverage L-Personal Liability**, does not apply to:

- a. **liability**:
  - (1) for any loss assessment charged against you as a member of an association, corporation or community of property owners;
  - (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
    - (a) that directly relate to the ownership, maintenance or use of an **insured location**; or
    - (b) where the liability of others is assumed by the **insured** prior to an **occurrence**;

unless excluded in (1) above or elsewhere in this policy.

- b. **property damage** to property owned by the **insured**.
- c. **property damage** to property rented to, occupied or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion.
- d. **bodily injury** to any person eligible to receive any benefits:
  - (1) voluntarily provided; or
  - (2) required to be provided;
 by the **insured** under any:

- (1) workers' compensation law;
- (2) non-occupational disability law; or
- (3) occupational disease law.

e. **bodily injury** or **property damage** for which an **insured** under this policy:

- (1) is also an insured under a nuclear energy liability policy; or
- (2) would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada;

or any of their successors.

f. **bodily injury** to you or an **insured** within the meaning of part a. or b. of **insured** as defined.

3. **Coverage M-Medical Payments to Others**, does not apply to **bodily injury**:

- a. to a **residence employee** if the **bodily injury**:
  - (1) occurs off the **insured location**; and
  - (2) does not arise out of or in the course of the **residence employee's** employment by an **insured**.
- b. to any person eligible to receive benefits:
  - (1) voluntarily provided; or
  - (2) required to be provided;
 under any:
  - (1) workers' compensation law;
  - (2) non-occupational disability law; or
  - (3) occupational disease law.
- c. from any:
  - (1) nuclear reaction;



- (2) nuclear radiation; or
- (3) radioactive contamination;
- all whether controlled or uncontrolled or however caused, or
- (4) any consequence of any of these.

- d. to any person, other than a residence employee of an insured, regularly residing on any part of the insured location.

#### Additional Coverages

We cover the following in addition to the limits of liability:

##### 1. Claim Expenses

We pay:

- a. expenses we incur and costs taxed against an insured in any suit we defend;
- b. premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage L. We need not apply for or furnish any bond;
- c. reasonable expenses incurred by an insured at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit;
- d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

##### 2. First Aid Expenses

We will pay expenses for first aid to others incurred by an insured for bodily injury covered under this policy. We will not pay for first aid to you or any other insured.

##### 3. Damage to Property of Others

We will pay, at replacement cost, up to \$500 per occurrence for property damage to property of others caused by an insured. We will not pay for property damage:

- a. caused intentionally by an insured who is 13 years of age or older;

- b. to property owned by an insured;
- c. to property owned by or rented to a tenant of an insured or a resident in your household; or
- d. arising out of:
  - (1) a business engaged in by an insured;
  - (2) any act or omission in connection with a premises owned, rented or controlled by an insured, other than the insured location, or
  - (3) the ownership, maintenance or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an insured.

#### Conditions

##### 1. Limit of Liability

Our total liability under Coverage L for all damages resulting for any one occurrence will not be more than the limit of liability for Coverage L as shown in the Declarations. This limit is the same regardless of the number of insureds, claims made or persons injured. All bodily injury and property damage resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one occurrence.

Our total liability under Coverage M for all medical expense payable for bodily injury to one person as the result of one accident will not be more than the limit of liability for Coverage M as shown in the Declarations.

##### 2. Severability of Insurance

This insurance applies separately to each insured. This condition will not increase our limit of liability for any one occurrence.

##### 3. Duties After Loss

In case of an accident or occurrence, the insured will perform the following duties that apply. You will help us by seeing that these duties are performed:

- a. give written notice to us or our agent as soon as is practical, which sets forth:

- (1) the identity of the policy and insured.
- (2) reasonably available information on the time, place and circumstances of the accident or occurrence; and
- (3) names and addresses of any claimants and witnesses;

- b. promptly forward to us every notice, demand, summons or other process relating to the accident or occurrence;

- c. at our request, help us:

- (1) to make settlement;
- (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an insured;
- (3) with the conduct of suits and attend hearings and trials;
- (4) to secure and give evidence and obtain the attendance of witnesses;

- d. under the coverage - Damage to Property of Others - submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the insured's control;

- e. the insured will not, except at the insured's own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the bodily injury.

**4. Duties of an Injured Person-Coverage M-Medical Payments to Others.**

The injured person or someone acting for the injured person will:

- a. give us written proof of claim, under oath if required, as soon as is practical; and
- b. authorize us to obtain copies of medical reports and records.

The injured person will submit to physical examination by a doctor of our choice when and as often as we reasonably require.

**5. Payment of Claim-Coverage M-Medical Payments to Others**

Payment under this coverage is not an admission of liability by an insured or us.

**6. Suit Against Us**

No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an insured. Also, no action with respect to Coverage L can be brought against us until the obligation of the insured has been determined by final judgment or agreement signed by us.

**7. Bankruptcy of an Insured**

Bankruptcy or insolvency of an insured will not relieve us of our obligations under this policy.

**8. Other Insurance-Coverage L-Personal Liability**

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

**9. Policy Period**

This policy applies only to bodily injury or property damage which occurs during the policy period.

**10. Subrogation**

An insured may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an insured must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.



## **No Coverage For Home Day Care Business**

If an **insured** regularly provides home day care services to a person or persons other than **insureds** and receives monetary or other compensation for such services, that enterprise is a **business** pursuit. Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an **insured** to a relative of an **insured** is not considered a **business** pursuit.

Therefore, with respect to a home day care enterprise which is considered to be a **business** pursuit, this policy does not provide coverage, because **business** pursuits of an **insured** are excluded under Exclusion 1.b..

**This endorsement does not constitute a reduction of coverage.**

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## Loss Assessment Property Coverage

For an additional premium, we agree to pay your share of loss assessment charged during the policy period against you by a corporation or association of property owners up to the limit of liability shown below, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against listed in the policy other than:

- a. Earthquake; or
- b. Land shock waves or tremors, which occur before, during or after a volcanic eruption.

The following units are covered:

Location of Unit	Limit of Liability
------------------	--------------------

Refer to Declarations Page

### Special Limit

We will not pay more than \$1,000 of your assessment per unit that results from a deductible in the insurance purchased by a corporation or association of property owners.

### Deductible

We will pay only that part of your assessment per unit that exceeds \$250. No other deductible applies to this coverage.

All other provisions of this policy apply.

## Extra Measure of Protection Endorsement

Your policy is amended to include the following additions and extensions of coverages:

### Replacement Cost Coverage

Under Condition 5, Loss Settlement, paragraph b. is deleted and the following substituted:

- b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:
- (1) We will pay the cost of repair or replacement, without deduction for depreciation, subject to the following amounts:
    - (a) the limit of liability under this policy applying to the building;
    - (b) the replacement cost of that part of the building damaged, for equivalent construction and use on the same premises; or
    - (c) the amount actually and necessarily spent to repair or replace the damaged building.
  - (2) When the cost to repair or replace the damage is more than \$1,000 or more than 5% of the

amount of insurance in this policy on the building, whichever is less, we will pay no more than the actual cash value of the damage until actual repair or replacement is completed.

- (3) You may disregard the replacement cost provision and make claim under this policy for loss or damage to buildings on an actual cash value basis and then make claim within 180 days after loss for any additional liability on a replacement cost basis.

### Inflation Protection Coverage

The following condition is added to your policy:

#### Inflation Protection - Coverages A, B, D and E

If during the policy period there is an increase in residential construction costs, the limit of liability for Coverages A, B, D and E shall be increased by the percentage of increase in local residential construction costs as an additional amount of insurance.

The percentage of increase in local residential construction costs, if any, shall be calculated from periodic reports to us by recognized national appraisal agencies.

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## Special Provisions - New York

### Liability Coverages

Under Coverage L-Personal Liability, paragraph 2. is deleted and replaced by the following:

2. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate.

### Exclusions

Under 1. Coverage L-Personal Liability and Coverage M-Medical Payments to Others item b. is deleted and replaced by the following:

- b. arising out of business pursuits of an insured or the rental or holding for rental of any part of any premises by an insured.

This exclusion does not apply to:

- (1) activities which are usual to non-business pursuits; or
- (2) the rental or holding for rental of an insured location:
  - (a) on an occasional basis if used only as a residence;
  - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage;

Under 2. Coverage L - Personal Liability, item f. is deleted and replaced by the following:

2. Coverage L - Personal Liability, does not apply to:
  - f. Bodily injury to you or an insured within the meaning of part a. or b. of insured as defined.

This exclusion also applies to any claim made or suit brought against you or any insured:

- (1) to repay; or

- (2) share damages with;

another person who may be obligated to pay damages because of the **bodily injury** to an insured.

### Conditions

#### 3. Duties After Loss

The first paragraph and paragraph a. are deleted and replaced by the following:

#### 3. Duties After Loss

In case of an accident or occurrence, the insured or someone acting for the insured will perform the following duties that apply. You will help us by seeing that these duties are performed. Any written notice given by any claimant to us or any of our agents in this state, containing particulars sufficient to identify the insured, will be deemed notice to us.

- a. give written notice to us or any of our agents in this state as soon as is practical, which sets forth:

- (1) the identity of the policy and insured;
- (2) reasonably available information on the time, place and circumstances of the accident or occurrence; and
- (3) names and addresses of any claimants and witnesses;

#### 4. Duties of an Injured Person - Coverage M-Medical Payments to Others

Paragraph a. is deleted and replaced by the following:

- a. give us or any of our agents in this state written proof of claim, under oath if required, as soon as is practical; and

All other provisions of this policy apply.

## Special Coverage

For an additional premium, the Perils Insured Against listed below apply to either of the following coverages, if provided in this policy:

- a. Improvements, Alterations and Additions;
- b. Unit-Owners Building Items.

### Perils Insured Against

We insure against risks of direct loss to the property described above only if that loss is a physical loss to property; however, we do not insure loss:

1. involving collapse, other than as provided in Other Coverages - Collapse;
2. caused by:
  - a. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
    - (1) maintain heat in the building; or
    - (2) shut off the water supply and drain the system and appliances of water;
  - b. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - (1) fence, pavement, patio or swimming pool;
    - (2) foundation, retaining wall or bulkhead; or
    - (3) pier, wharf or dock
  - c. theft of any property which is not actually part of any building or structure covered;
  - d. theft in or to a dwelling or structure under construction;
  - e. wind, hail, ice, snow or sleet to:
    - (1) outdoor radio and television antennas and aerials including their lead-in wiring, masts or towers; or
    - (2) trees, shrubs, plants or lawns;
  - f. vandalism and malicious mischief, theft or attempted theft if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
  - g. constant or repeated seepage or leakage of water or steam over a period of weeks, months or years from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance;
  - h.
    - (1) wear and tear, marring, deterioration;
    - (2) inherent vice, latent defect, mechanical breakdown;
    - (3) smog, rust or other corrosion, mold, wet or dry rot;
    - (4) smoke from agricultural smudging or industrial operations;
    - (5) discharge, dispersal, seepage, migration release or escape of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;

    - (6) settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings; or
    - (7) birds, vermin, rodents, insects or domestic animals.

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water escaped.

3. excluded under General Exclusions.

Under items 1. and 2., any ensuing loss not excluded or excepted in this policy is covered.

The following exclusions are added to the General Exclusions:

We do not insure for loss to property described as Improvements, Alterations and Additions or Unit-Owners Building Items caused by any of the following. However, any ensuing loss not excluded or excepted in this policy is covered.

1. **Weather conditions**

However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in the General Exclusions, other than exclusions 2. and 3. below, to produce the loss;

2. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body.

3. **Faulty, inadequate or defective:**

- a. planning, zoning, development, surveying, siting;
- b. design specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. materials used in repair, construction, renovation or remodeling; or
- d. maintenance.

of part or all of any property whether on or off the Described Location.

All other provisions of this policy apply.

**This Endorsement Changes The Policy. Please Read It Carefully.**

## **Fungi Endorsement- New York**

### **General Exclusions**

The following is added:

We will not pay for loss or damage that, in whole or in part, arises out of, results from, is caused by, or is in any way related to **fungi**. This includes the cost to test for, monitor, abate, mitigate, remove, dispose of, or remediate **fungi**.

However, if **fungi** is the result of a cause of loss otherwise covered in this policy and is not located directly on the area damaged by the covered peril, we will pay up to \$20,000 for all property damage covered under the Coverage A - Dwelling, Coverage B - Other Structures, Coverage C - Personal Property, Other Coverages and related Coverage D - Fair Rental Value and

Coverage E - Additional Living Expense, caused by or resulting from the **fungi**. This includes the cost to test for, monitor, mitigate, remove, dispose of, or remediate **fungi**.

This limitation does not apply when **fungi**:

- a. results from fire or lightning, or
- b. is located directly on the area damaged by the covered peril,

in which case coverage is up to the limit of the policy.

**Fungi**, means all types of fungus, such as mildew and mold, and all of their resulting spores and byproducts, including mycotoxins and allergens. **Fungi** does not mean **fungi** for human ingestion.

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# **Exhibit Q**



\$1,000,000  
Amount of policy at time of loss

12/26/2004  
Date Issued

12/26/2005  
Date Expires



☒ Fireman's Fund Insurance Company  
☐ The American Insurance Company  
☐ National Surety Insurance Company  
☐ Associated Indemnity Insurance Company  
☐ American Automobile Insurance Company

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New York, NY  
Agency at

The Mogil Organization  
Agent

To the Fireman's Fund Insurance Company . At time of loss, by the above indicated policy of insurance you insured: Sinclair CS Beecham c/o Pret A Manger against loss by risk of physical loss to property described under the above indicated policy number according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. **Time and Origin:** A water damage loss occurred about the hour of \_\_\_\_\_ o'clock a.m., on the 2nd day of April, 2005 . The cause of origin of the said loss were: A pipe broke in a unit above the insured's causing water damage to the insured's property.
2. **Occupancy:** The building described, or containing the property described, was occupied at the time of loss as follows, and for no other purpose whatever: as intended.
3. **Title and Interest:** At the time of the loss the interest of your insured in the property described therein was: owner. No other person or persons had any interest therein or encumbrance thereon, except: no exceptions
4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: exceptions
5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss \$1,000,000.00, besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
6. **Full Replacement Cost** of the said property at the time of loss was .....
7. **The Full Cost of Repair or Replacement** is ..... \$28,350
8. **Applicable Depreciation** is .....
9. **Actual Cash Value loss** is (line 7 minus line 8) ..... \$28,350
10. **Less deductibles and/or participation by the insured** ..... \$1,000  
☒ Partial Payment      ☐ Final Payment
11. **Actual Cash Value Claim** is (line 9 minus line 10) ..... \$27,350
12. **Supplemental Claim**, to be filed in accordance with the terms and conditions of the Replacement Cost Coverage within \_\_\_\_\_ days from date of loss as shown above, will not exceed ...  
(This figure will be that portion of the amounts shown on lines 8 and 10 which is recoverable)

The said loss did NOT originate by any act, design or procurement on the part of the Insured of this affiant ;nothing has been done by or with the privity or consent of the Insured or this affiant to violate the conditions of this policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed, and belonging to, and in possession of the said insured at time of said loss; no property saved has been in any manner concealed, and no attempt to deceive the said Company, as to the extent of said loss, has in any manner been made. In consideration of the payment made, the Insured hereby subrogates the Company to all rights, title and interest in and to the property for which claim is being made to the extent of such payment. Any other information that may be required will be furnished on call and considered a part of these Proofs. It is expressly understood and agreed, that the furnishing of this blank to the insured or the preparing of Proofs by an adjuster, or any agent of the company named herein is not a waiver of any rights of said Company.

Town of Putney  
State of \_\_\_\_\_  
City of London  
County of \_\_\_\_\_

X

X

Insured

Subscribed and sworn to before me this 23<sup>rd</sup> day of September 15 2005

Notary Public

S. M. THORNTON

P0815